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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	92061150
Party	Defendant Fashion Television International S.A.
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Date	11/27/2015
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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

Fashion TV Programmgesellschaft mbH
Petitioner,

v.

Fashion Television International S.A.
Owner.

Cancellation No. 92061150

Reg. No. 2945407
FT FASHION TELEVISION

ANSWER TO PETITION FOR CANCELLATION

The following is the Answer of Fashion Television International S.A., successor in interest to Bigfoot Entertainment Inc., (hereinafter "Owner") to the Petition to Cancel filed on March 25, 2015 in this proceeding. The Owner, by and through its undersigned attorney, hereby responds to each of the grounds set forth in the Petition to Cancel as follows:

1. Owner admits the allegations contained in Paragraph 1.
2. Owner admits the allegations contained in Paragraph 2.
3. Owner does not have sufficient knowledge or information to form a belief as to the allegations contained in Paragraph 3 and accordingly denies the allegations.
4. Owner denies the allegations in Paragraph 4. The allegations of Paragraph 4 are a clear and deliberate mischaracterization of the Assaff Declaration Paragraph 21 which specifically states "...CTV (and later Bell Media)... did not oppose any proceedings in foreign jurisdictions...which sought cancellation of the registrations if the FT Fashion Television were no longer in active use in those jurisdictions" and not, as Paragraph 4 of the Petition for Cancellation alleges, that "Bell media had no intent of resuming use when it ceased broadcast of programming utilizing the Mark in April 2012". An alleged generic policy by Bell Media to allow cancellations of some trademarks and which makes no

specific reference to the subject Mark does not in any way indicate an intent by Bell Media not to resume using the Mark or to abandon the Mark.

5. Owner does not have sufficient knowledge or information to form a belief as to the allegations contained in Paragraph 5 and accordingly denies the allegations.

6. Owner denies the allegations in Paragraph 6. Bell Media's licensing agreement in October 2014 and subsequent assignment of the Mark to Owner in December 2014, as well as the substantial consideration paid for both are not only evidence of the value and worth Bell Media gave to the Mark but also provide clear, unequivocal evidence that Bell Media's intent for the Mark was that it be used and kept as an asset and eventually licensed or sold so to be used by a new owner, and not that it be abandoned.

7. Owner does not have sufficient knowledge or information to form a belief as to the allegations contained in Paragraph 7 and accordingly denies the allegations.

8. Owner admits the allegations contained in Paragraph 8.

9. Owner denies the allegations contained in Paragraph 9. The allegations in Paragraph 9 are irrelevant to the issue at hand, which is the status of the Mark and not any other mark owned by Bell Media. The Mark was maintained by Bell Media and was never opposed, hence the allegations of Paragraph 9 are irrelevant. In addition, an alleged generic policy by Bell Media to allow cancellations of some trademarks (and which again makes no reference to the subject Mark) does not in any way indicate an intent by Bell Media to abandon or not use the Mark.

10. Owner denies the allegations in Paragraph 10. The allegations of Paragraph 10 are a mischaracterization of the Assaff Declaration Paragraph 21 which specifically states "...CTV (and later Bell Media)... did not oppose any proceedings in foreign jurisdictions...which sought cancellation of the registrations if the FT Fashion Television were no longer in active use in those jurisdictions" and not, as

Paragraph 10 of the Petition for Cancellation alleges, that Bell Media "...had no intention of resuming use of the Mark outside of Canada". An alleged generic policy by Bell Media to allow cancellations of some trademarks (and which again makes no reference to the subject Mark) does not in any way indicate an intent by Bell Media's not to resume using the Mark or to abandon the Mark. Again the Petitioner clearly and deliberately mischaracterizes the Assaff Declaration.

11. Owner denies the allegations in Paragraph 11. Bell Media's licensing agreement in October 2014 and subsequent assignment of the Mark to Owner in December 2014, as well as the substantial consideration paid for both are not only evidence of the value and worth Bell Media gave to the Mark but also provide clear, unequivocal evidence that Bell Media's intent for the Mark was that it be used and kept as an asset and eventually licensed or sold so to be used by a new owner, and not that it be abandoned.

12. Owner denies the allegations in Paragraph 12. Owner has been continuously and systematically using the mark in commerce within the United States from October 2014 until the present.

13. Owner denies the allegations in Paragraph 13.

14. Owner further affirmatively alleges that Owner acted in good faith reliance upon the representations made by Bell Media as to the enforceability and validity of the rights of the Mark at the time of the license agreement in October, 2014 as well as the subsequently purchase of the Mark in December 2014. Said representations acted as an inducement for Owner to enter into both of the aforementioned agreements and any subsequent attempt by Bell Media to now negate said representations should not be allowed by the Board as such would result in an inequitable and unjust outcome for Owner who acted in detrimental reliance on Bell Media's representations.

15. Lastly, Owner affirmatively alleges that Petitioner is acting in bad faith and with unclean hands before the Board as Plaintiff has recently abandoned its case against the Mark (F.TV Ltd. and Fashion TV Programmgesellschaft MbH v. Bigfoot Entertainment Inc., Case No. 1:14-cv-09856-KBF in the U.S.

District Court for the Southern District of New York) prior to their opportunity be heard, clearly indicating that they do not take the enforcement of their alleged rights seriously and that the aforementioned court case and this TTAB action are nothing more than opportunities to harass and expose Owner to unnecessary expenditures of time and costs. In addition, at the time Plaintiff filed their motion to suspend this action with the TTAB on June 9, 2015, they obviously knew that they would abandon the Southern District of New York case, which occurred only six weeks later on July 27, 2015 and then did not even inform the board that they had abandoned the Southern District of New York case, which is further evidence of their bad faith intent before the board

Wherefore, Owner requests that the Petition for Cancellation be dismissed and that the Board award Owner any and all damages it deems fit.

Dated: November 28, 2015

Respectfully Submitted,

Fashion Television International S.A.

By: 

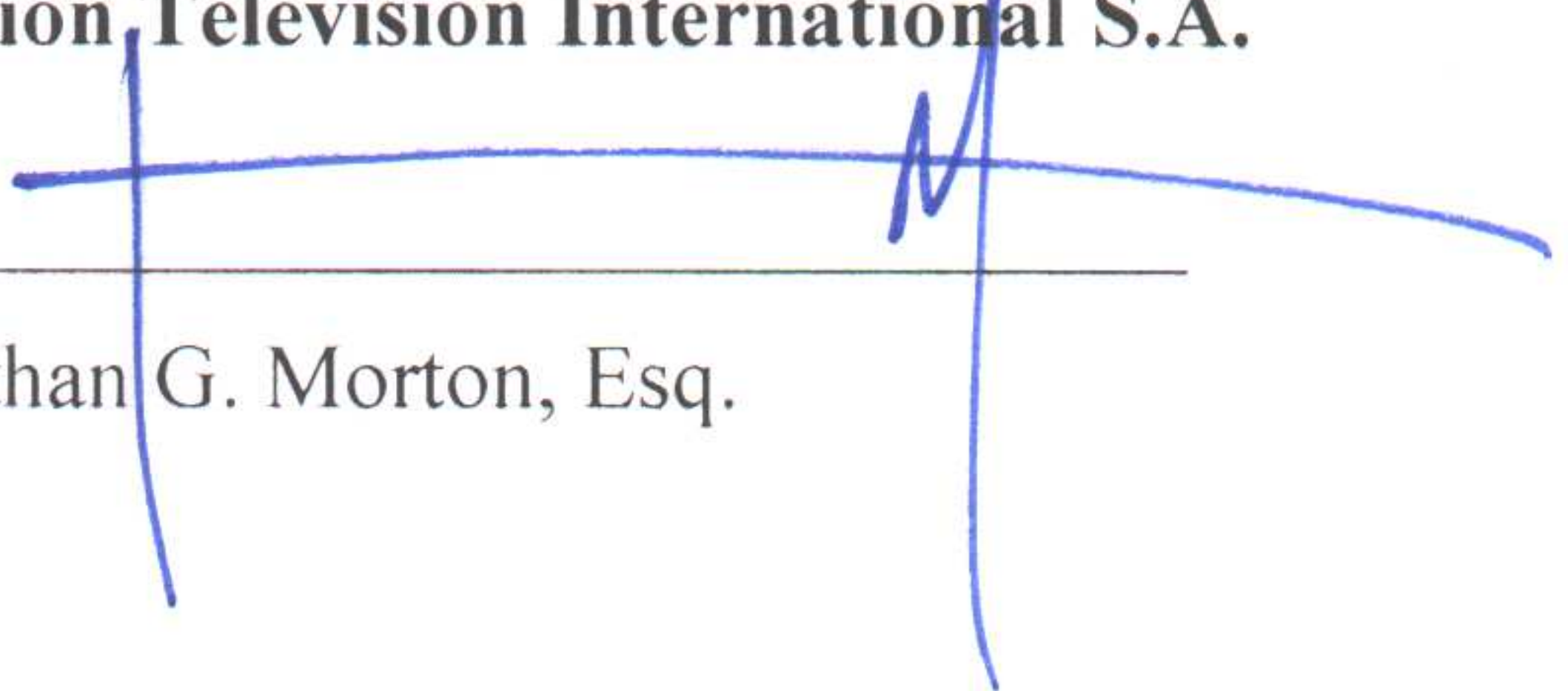
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CERTIFICATE OF SERVICE

I hereby certify that on this the 28th day of November, 2015, a copy of the foregoing ANSWER TO PETITION FOR CANCELLATION was served upon the correspondent of record for Petitioner via international airmail, postage prepaid, and addressed as follows:

Raymond J. Dowd
Dunnington, Bartholow & Miller LLP
1395 Broadway – Suite 600
New York, NY 10018

Fashion Television International S.A.

By: 

Jonathan G. Morton, Esq.